

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

In re:	§	Chapter 11
	§	
KEVCO, INC., <i>et al.</i>	§	Case Nos. 401-40783-BJH-11
	§	Through 401-40790-BJH-11
Debtors.	§	
	§	Jointly Administered Under
	§	Case No. 401-40783-BJH-11

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING  
KEVCO, INC. AND THE OFFICIAL CREDITORS' COMMITTEE'S  
FIRST AMENDED JOINT PLAN OF LIQUIDATION**

On this day, came on for consideration the Kevco, Inc. and the Official Creditors' Committee's First Amended Joint Plan of Liquidation (together with any and all modifications and supplements thereto as of the date hereof, the "Plan"). Based on the pleadings on file in these cases, the record presented at the Confirmation Hearing and the statements of counsel, the Court makes the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Kevco, Inc. ("Kevco"), the above-captioned debtor and debtor-in-possession filed the First Amended Disclosure Statement Under 11 U.S.C. § 1125 in Support of Kevco Inc. and the Official Creditor Committee's Joint Plan Of Liquidation (the "Disclosure Statement"), and the Court approved the Disclosure Statement pursuant to the Order (i) Approving Disclosure

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Statement; (ii) Setting Date for Confirmation Hearing and Fixing Deadlines for Voting On and Objecting to the Plan; and (iii) Establishing and Approving Procedures Relating to the Solicitation of Acceptances and Rejections of the Plan (the "Disclosure Statement Order"), as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code.

2. Kevco submitted copies of (a) the Disclosure Statement Order, (b) the Disclosure Statement and Plan, (c) a notice of confirmation hearing and deadlines for submitting ballots and for objecting to Plan, substantially in the form submitted to the Court at the hearing to consider the Disclosure Statement, (d) a form of Ballot, and (e) a return address envelope, postage pre-paid, to all Creditors<sup>1</sup> entitled to vote on the Plan, the United States Trustee, the Securities and Exchange Commission, and other parties-in-interest entitled to receive same pursuant to the Disclosure Statement Order and applicable law and rules.<sup>2</sup>

3. Kevco transmitted copies of the Summary of Kevco, Inc. and The Official Creditors' Committee's Joint Plan Of Liquidation to all holders of Interests in Kevco.

4. The Disclosure Statement Order fixed (a) November 11, 2002 as the deadline by which Ballots were required to be submitted and also as the last date that any objections to

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<sup>1</sup> Capitalized terms used in this Order and not otherwise defined shall have the respective meanings ascribed to such terms in the Plan and/or Disclosure Statement.

<sup>2</sup> With the exceptions noted in the Disclosure Statement Order.

confirmation of the Plan (the “Objections”) were required to be filed with the Court and received by Kevco, and (b) November 21, 2002 at 1:15 p.m., Central Standard time, as the date and time for the commencement of the hearing pursuant to sections 1128 and 1129 of the Bankruptcy Code (the “Confirmation Hearing”) to consider confirmation of the Plan and any Objections thereto.<sup>3</sup>

5. Kevco provided due notice of the Confirmation Hearing and the date by which Ballots and Objections were due in accordance with the terms of the Disclosure Statement Order.

6. Kevco and other parties appeared on November 21, 2002 at 1:15 p.m., Central Standard time, for submission of the Findings of Fact, Conclusions of Law and Order Confirming Kevco, Inc. and the Official Creditors’ Committee’s First Amended Joint Plan of Liquidation (“Confirmation Order”).

7. The Tax Appraisal District of Bell County, the City of Waco and Midway ISD filed the sole objection to confirmation of the Plan. Such objection was resolved prior to the Confirmation Hearing.

8. Kevco is a publicly held company, incorporated in Texas, whose stock was traded on the NASDAQ Small Cap Stock Market. Kevco Management, Inc. (“Kevco

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<sup>3</sup> Subject to continuances or reschedulings, as the same might be announced in open Court on such date, or as otherwise noticed.

Management”), Kevco Holding, Inc. (“Kevco Holding”), Kevco GP, Inc. (“Kevco GP”), Kevco Components, Inc. (Kevco Components”), DCM Delaware, Inc. (“DCM”), Kevco Manufacturing, L.P. (“Kevco Manufacturing”), and Kevco Distribution, L.P. (“Kevco Distribution”) (together with Kevco, the "Debtors") were, as of the Petition Date, direct or indirect wholly-owned subsidiaries of Kevco. The Debtors filed this Chapter 11 case on February 5, 2001.

9. On September 18, 2002, the Bankruptcy Court entered the Order Granting Debtors’ Joint Application for Substantive Consolidation of Debtor Entities and Elimination of Inter-Company Debtor Claims, thereby substantively consolidating and merging Kevco, Kevco Management, Kevco Holding, Kevco GP, Kevco Components, DCM, Kevco Manufacturing and their respective bankruptcy estates and disallowing all Intercompany Claims.

10. During the course of these Chapter 11 cases, the Debtors sold the vast majority of their assets for the benefit of their creditors. The sales of the Debtors’ various business operations, real estate and equipment yielded an aggregate gross sales price of approximately \$45 million. The Debtors retained certain claims and causes of action, including tort claims and avoidance and fraudulent conveyance actions under the Bankruptcy Code. The Committee previously obtained authority to pursue and has pursued certain of those claims against former officers and directors and other co-defendants. Under the Plan, the Plan Administration Agent will preserve and liquidate Kevco’s and the Estate’s remaining assets and property, including

the claims for which the Committee has obtained authority to pursue, and distribute any proceeds therefrom to the Creditors. The Plan Administration Agent will also have authority to protect and defend the property of Kevco and the Estate.

11. On June 28, 2001, the Committee was authorized by the Bankruptcy Court to commence an adversary proceeding against the Lender Group on behalf of the Debtors and their estates. On June 24, 2002, the Court approved the Settlement Agreement, which resolved the Committee's causes of action against the Lender Group and generated \$6 million free and clear of the Lender Group's liens and security interests. A copy of the Settlement Agreement was attached as ***Exhibit A*** to the Plan.

12. The classifications and treatments for Claims are set forth in detail in Articles 2, 3, and 4 of the Plan. The Plan execution procedures are set forth in Article 6 of the Plan, and the same comply with the applicable provisions of the Bankruptcy Code and Rules, including sections 1122, 1123, and 1129 of the Bankruptcy Code, and are reasonable and appropriate.

13. The evidence at the Confirmation Hearing indicated that all conditions to Confirmation, as set forth in Article 9 of the Plan, have either been met or waived by the Debtors.

14. The Plan, as required by section 1123 of the Bankruptcy Code:

a. designates, subject to section 1122, classes of Claims, other than Claims of a kind specified in section 507(a)(1), 507(a)(2) or 507(a)(8), and classes of Interests;

- b. specifies every class of Claims or Interests that is not impaired under the Plan;
- c. specifies the treatment of any class of Claims or Interests that is impaired under the Plan;
- d. provides the same treatment for each Claim or Interest of a particular class, unless the holder of a particular Claim or Interest agrees to a less favorable treatment of such particular Claim or Interest;
- e. provides adequate means for the Plan's implementation;
- f. provides that Kevco's Articles of Incorporation and Bylaws shall include a provision prohibiting the issuance of nonvoting equity securities; and
- g. contains only provisions that are consistent with the interests of Creditors and equity security holders and with public policy with respect to the manner of selection of any officer, director, or Plan Administration Agent under the Plan and any successor to such officer, director, or Plan Administration Agent.

15. The Plan complies with the applicable provisions of Title 11, and Kevco and the Committee have complied with the applicable provisions of Chapter 11, as required by section 1129(a)(1) and (a)(2) of the Bankruptcy Code.

16. The Plan has been proposed in good faith and not by any means forbidden by law as required by section 1129(a)(3) of the Bankruptcy Code.

17. Any payment made or to be made by the Debtors, for services or for costs and expenses in or in connection with the Case, or in connection with the Plan and incident to the Case, has been approved by, or is subject to the approval of, the Court as reasonable, as required by section 1129(a)(4) of the Bankruptcy Code.

18. The proposed Plan Administration Agent, Dennis Faulkner, is not an insider of the Debtors. It is proposed that the Plan Administration Agent under the Plan will be paid at his usual and customary billable rate of \$285 hour for his services as Plan Administration Agent under the Plan, plus reimbursement of his reasonable expenses. The Court finds that this is a reasonable compensation for the proposed Plan Administration Agent, and finds that Dennis Faulkner is qualified to serve as the Plan Administration Agent.

19. The Plan does not provide for a “rate change” as contemplated by section 1129(a)(6) of the Bankruptcy Code.

20. As required by section 1129(a)(7), with respect to each “impaired” Class of Claims or Interests, each holder of a Claim or Interest of such Class has either accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would so receive or retain if the Debtors were liquidated in Chapter 7. First, Classes 1 and 2 are “unimpaired.” All remaining Classes, Classes 3-6, are “impaired.” Of those Classes, only the holders of Class 4 Claims are entitled to vote on the Plan. At least one half in number of the claimants holding

Class 4 claims and two thirds in amount of claims in Class 4 voted to accept the Plan. Class 5, consisting of Allowed Subordinated Claims, which will receive no distribution under the Plan, and Class 6, consisting of the interests of the Kevco equity holders, which are being cancelled pursuant to the Plan, are deemed to reject the Plan pursuant to 11 U.S.C. § 1126(g).

Notwithstanding such rejections, the members of Classes 5 and 6 are receiving not less than the amount that the members of Classes 5 and 6 would have received or retained had the Debtors been liquidated under Chapter 7, since the uncontested liquidation analysis presented in the Debtors' Disclosure Statement revealed that there would be no distribution to Classes 5 and 6 in the scenario of a Chapter 7 liquidation. Therefore, the provisions of section 1129(a)(7) are met with regard to the Plan.

21. The Plan has been accepted by the requisite majority of Creditors who were entitled to vote pursuant to section 1126, and no further acceptance or solicitation is required. The vote with respect to the Plan was set forth in the Certificate of Ballot Tally submitted by the Kevco and is incorporated and adopted herein by reference.

22. The Plan complies with section 1129(a)(9) of the Bankruptcy Code because the holders of the type of Claims specified in that section will receive cash in the allowed amounts of their Claims on the Effective Date, unless a holder agrees to different treatment.

23. The Court finds that the Plan, a liquidating plan, is feasible and Kevco has the cash to effectuate the Plan as described, and accordingly, the Plan complies with section



1129(a)(11) of the Bankruptcy Code, to the extent applicable. The structure of the Plan and mechanisms for implementation of the Plan are reasonable and appropriate.

24. The Plan complies with section 1129(b) of the Bankruptcy Code because all requirements set forth in section 1129(a), other than section 1129(a)(8), are met with respect to the Plan, and the Plan does not discriminate unfairly and is fair and equitable with respect to each class of claims or interests that is impaired under, and has not accepted, the Plan.

25. All fees payable to date under 28 U.S.C. § 1930 have been paid, and the Plan provides for the payment of all such fees in accordance with Public Law 104-99, in compliance with section 1129(a)(12) of the Bankruptcy Code.

26. Section 1129(a)(13) of the Bankruptcy Code is not applicable to the Plan as there are no retiree benefits at issue with respect to the Debtors.

27. The Debtors have complied with all solicitation requirements of the Disclosure Statement Order, and the Court finds that solicitation in connection with the Plan was fair and appropriate and in accordance with the Bankruptcy Code and the Bankruptcy Rules.

28. All Executory Contracts not otherwise assumed or rejected pursuant to a Final Order shall be deemed rejected as of the Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to Bankruptcy Code section 365(a), of the rejection of the remaining Executory Contracts. The Debtors' assumption and/or rejection, as the case may be,

of the executory contracts and leases, in the context of the Plan taken as a whole, reflects the Debtors' sound business judgment and is reasonable and in the best interests of the Estates.

29. The Committee has designated the proposed members of the Advisory Committee pursuant to Article 6.1 of the Plan.

30. The Court's oral Findings of Fact on the record at the Confirmation Hearing are incorporated herein by reference.

31. To the extent that any provision designated herein as a Finding of Fact is more properly characterized as a Conclusion of Law, it is adopted as such.

#### **CONCLUSIONS OF LAW**

A. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(L). This matter arises under title 11, and jurisdiction is vested in this Court to enter a final order by virtue of 28 U.S.C. § 1334(a) and (b), 28 U.S.C. §§ 151, 157(a) and (b)(1), and the Standing Order of Reference in this District. These Findings of Fact and Conclusions of Law are being entered under Bankruptcy Rules 7052 and 9014.

B. The information contained in the Disclosure Statement and presented at the Confirmation Hearing, along with the record in this Case, is sufficient to enable parties-in-interest and the Court to make an informed judgment that the Plan is feasible, is fair and equitable, is in the best interest of all parties-in-interest, and should be approved.

C. The Plan complies with the applicable provisions of the Bankruptcy Code, as required by section 1129(a)(1) thereof, including sections 1122, 1123, all of the applicable provisions of section 1129(a) and 1129(b), and should be approved.

D. Kevco and the Committee, as proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) thereof.

E. Notice and distribution of the Plan and Disclosure Statement were appropriate under all the circumstances and complied with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. The opportunity for a hearing on these matters was full and adequate.

F. In accordance with section 1141 of the Bankruptcy Code, (1) the Plan and each of its provisions, (2) all documents executed in connection with and pursuant to the terms of the Plan, and (3) the Confirmation Order shall be binding upon Kevco, upon each Person or entity acquiring or receiving property under the Plan, upon each lessor or lessee of property to or from the Debtors, upon each holder of a Claim against or equity Interest in the Debtors, whether or not the Claim or equity Interest of such Creditor or equity Interest holder is impaired under the Plan and whether or not such Creditor or equity Interest holder has filed, or is deemed to have filed, a proof of Claim or equity Interest, and upon each party to this Case, and irrespective of whether such provision of the Plan is specifically mentioned or otherwise referred to in these Findings of Fact and Conclusions of Law and Confirmation Order.

G. In accordance with the Plan, the consideration distributed under the Plan shall be in exchange for and in complete satisfaction, release, and termination of, all Claims of any nature whatsoever against the Debtors or any of their assets; and, except as otherwise provided herein or in the Plan, or the instruments or other documents executed in connection with the Plan (and except with respect to obligations which the Debtors are required to perform under the Plan), the Debtors shall be released pursuant to the Plan from any and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed under section 502 of the Bankruptcy Code; or (c) the holder of a Claim based upon such debt has accepted the Plan. The Confirmation Order shall be a judicial determination, effective upon the occurrence of the Effective Date, of release and termination of all liabilities of and all Claims against the Debtors, except as expressly set forth, or provided for, in the Plan, the instruments, and other documents executed in connection with the Plan, and the Confirmation Order. Pursuant to the Confirmation Order, every holder of any released debt or Claim is permanently enjoined and precluded from asserting against the Debtors, their Estates or the Plan Administration Agent, or against their assets or properties, any other or further Claim based upon any document, instrument or act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, except as expressly set forth, or provided for, in the Plan, the instruments, and other documents executed in connection

with the Plan and the Confirmation Order. Pursuant to the Confirmation Order, every holder of any released debt or Claim is permanently enjoined and precluded from taking an act to obtain possession or control of the assets or property of the Debtors their Estates or the Plan Administration Agent, except as expressly set forth, or provided for, in the Plan, the instruments, and other documents executed in connection with the Plan and the Confirmation Order.

H. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of the Confirmation Order, the Plan, and all other instruments and other documents executed and delivered pursuant to the Plan shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

I. The Plan Administration Agent shall have the right, to the full extent permitted by section 1142 of the Bankruptcy Code, to apply to this Court for an order, notwithstanding any otherwise applicable nonbankruptcy law, directing any appropriate entity to execute and deliver an instrument or perform any other act necessary to implement the Plan or the provisions of the Confirmation Order.

J. Except as otherwise provided in the Plan or any other instrument or document entered into in connection with the Plan, on and after the Effective Date, in accordance with section 1123(b) of the Bankruptcy Code, the Plan Administration Agent shall retain and may enforce any claims, rights, and causes of action that Kevco or the Estate may hold against any entity, including, without limitation, any claims, rights, or causes of action arising under sections

544 through 551 or other sections of the Bankruptcy Code or any similar provisions of state law, or any other statute or legal theory and any pending claims or causes of action asserted or pursued by the Committee. The Plan Administration Agent may also protect, preserve or defend Kevco's or the Estate's interest in any assets, property or pending litigation, whether previously defended by Kevco or the Committee. The Plan Administration Agent or his designee may pursue those rights of action, or defend the property of Kevco or the Estate as appropriate, in accordance with what is in the best interest of Kevco and its Creditors. No claims of Kevco against any Person or entity shall be discharged, released, or compromised pursuant to the Plan or the Confirmation Order except to the extent provided for in the Plan and all other instruments and documents executed and delivered pursuant to the Plan.

K. Any modifications to the Plan referred to hereinabove, including the Plan Supplement, comply with section 1127 of the Bankruptcy Code.

L. Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, this Court shall retain jurisdiction as is set forth in Article 15 of the Plan.

M. The Confirmation Order shall be effective according to its terms upon the entry thereof. The Confirmation Order is a final Order immediately subject to appeal.

N. Any of the Court's oral Conclusions of Law on the record at the Confirmation Hearing are incorporated herein by reference.

O. The record of the Confirmation Hearing is closed.

P. To the extent that any provision designated herein as a Conclusion of Law is more properly characterized as a Finding of Fact, it is adopted as such.

Now, upon request of the Debtors and after due deliberation, and on the basis of the record of this Case, including the evidence presented at the Confirmation Hearing, and on the basis of the Findings of Fact and Conclusions of Law contained herein, and the Court's oral Findings of Fact and Conclusions of Law on the record at the Confirmation Hearing, which are incorporated herein by reference; it is

**ORDERED, ADJUDGED AND DECREED** that the Plan is in all things confirmed; and it is further

**ORDERED, ADJUDGED AND DECREED** that upon entry of this Order, Kevco is authorized and directed to effect certain corporate transactions contemplated by the Plan and to take all steps necessary and appropriate to implement the terms of the Plan without the need for further shareholder, director or other corporate approvals; and it is further

**ORDERED, ADJUDGED AND DECREED** that, provided that the conditions set forth in the Plan are satisfied, the Plan Administration Agent shall make the distributions required by the Plan; it is further

**ORDERED, ADJUDGED AND DECREED** that the provisions of the confirmed Plan and this Order bind Kevco and any Creditor or equity holder of the Debtors, whether or not the

Claim or Interest of such Creditor or equity holder is impaired under the Plan and whether or not such Creditor or equity holder has accepted the Plan; and it is further

**ORDERED, ADJUDGED AND DECREED** that except as otherwise provided in the Plan and this Order, confirmation of the Plan vests all property of Kevco's bankruptcy estate in Kevco solely for the purposes set forth in the Plan; and it is further

**ORDERED, ADJUDGED AND DECREED** that after confirmation of the Plan by this Order, all property vested in Kevco pursuant to this Order shall be held by Kevco free and clear of all Claims and Interests of present or future Creditors and equity holders, except as provided for by the terms and provisions of the Plan and except as provided in this Order; and it is further

**ORDERED, ADJUDGED AND DECREED** that, effective immediately, all prepetition executory contracts and unexpired leases to which the Debtors are a party that have not previously been assumed or rejected pursuant to a Final Order are hereby rejected; and it is further

**ORDERED, ADJUDGED AND DECREED** that any Claim for damages arising from the rejection under the Plan of an executory contract or unexpired lease (which Claim has not otherwise been released, nullified or specifically dealt with pursuant to the Plan or Order) must be filed in the Bankruptcy Court and served on the Debtor and the Plan Administration Agent within (30) days after the Effective Date and the failure of the holder of such Claim to file a



timely claim shall be forever barred, estopped and enjoined from asserting such Claim and any such Claim shall be treated as Class 4 Allowed General Unsecured Claims; and it is further

**ORDERED, ADJUDGED AND DECREED** that except as otherwise provided in the Plan or the specific provisions of this Order, the entry of this Order shall:

- a. void any judgment at any time obtained, to the extent that such judgment is a determination of the liability of the Debtors with respect to any debt or Claim released hereby;
- b. operate as a permanent injunction against the commencement or continuation of an action, the employment of process, or an act, to (i) collect, recover, or offset any such debt or Claim released hereby as a liability of the Debtors, except that any Creditor holding a deposit or retainer from the Debtors may apply such deposit or retainer in full or partial satisfaction of the Creditor's claim subject to providing the Plan Administration Agent with a satisfactory accounting and justification, or (ii) obtain possession of or exercise control over Estate Property;
- c. limit any liability of Kevco, the Plan Administration Agent and any of their respective officers, directors, employees, agents and professional persons employed by any of them in accordance with Article 10 of the Plan;

**ORDERED, ADJUDGED AND DECREED** that the retention and role of the Plan Administration Agent, pursuant to the provisions of the Plan, are approved and the compensation arrangement negotiated by Kevco and the Committee shall be deemed reasonable, for purposes of 11 U.S.C. § 1129(a)(4); and it is further

**ORDERED, ADJUDGED AND DECREED** that the undertakings and obligations of Kevco and Plan Administration Agent pursuant to the Plan, shall be exempt, pursuant to 11 U.S.C. § 1145, from section 5 of the Securities Act of 1933 and from any and all federal, state, or local laws requiring the registration of securities; and it is further

**ORDERED, ADJUDGED AND DECREED** that, pursuant to 11 U.S.C. § 1146(c), the issuance and transfer in furtherance of the Plan shall not be taxed under any law imposing a stamp tax or similar; and it is further

**ORDERED, ADJUDGED AND DECREED** that nothing contained herein shall affect the rights and liens, if any, of Bell County, the City of Waco, Midway ISD or Tarrant County to receive payment from the Plan Administration Agent of unpaid ad valorem taxes, if any, for the tax year 2001 as either (i) Unsecured Priority Tax Claims; (ii) Secured Claims or (iii) Administrative Claims; and it is further

**ORDERED, ADJUDGED AND DECREED** that the Plan Administration Agent retains the right to object to any Claim to the extent that such right is allowed pursuant to the Plan; and it is further

**ORDERED, ADJUDGED AND DECREED** that Administrative Claims against Kevco must be filed no later than thirty (30) calendar days after the Effective Date or holders of such Claims shall be forever barred from asserting such Claims against Kevco, the Plan Administration Agent, or any of their respective property except that (a) requests for Professional

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Fee claims and the Indenture Trustee fees must be submitted no later than forty-five (45) calendar days after the Effective Date or holders of such Claims shall be forever barred from asserting such Claims against Kevco and (b) the Plan shall not affect or modify the Special Committee Counsel Fee Agreement; and it is further

**ORDERED, ADJUDGED AND DECREED** that all fees chargeable pursuant to 28 U.S.C. § 1930 shall be timely paid; and it is further

**ORDERED, ADJUDGED AND DECREED** that the Plan Administration Agent shall apply for entry of a Final Decree in these Chapter 11 Cases, unless the entry of a Final Decree would be inappropriate, in which case the Plan Administration Agent shall file a Report of Status of Consummation of Confirmation on or before such date, detailing why entry of a Final Decree should not be entered; and it is further

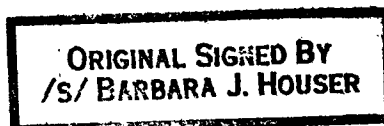
**ORDERED, ADJUDGED AND DECREED** that the Court shall retain full jurisdiction of these Chapter 11 Cases until entry of a Final Decree, at which time the Court shall retain jurisdiction over these Chapter 11 Cases pursuant to the provisions of the Plan; and it is further

**ORDERED, ADJUDGED AND DECREED** that proposed Advisory Committee members identified in the Designation of the Members of the Advisory Committee are hereby approved effective immediately; and it is further

**ORDERED, ADJUDGED AND DECREED** that the Plan Administration Agent shall, within ten (10) business days of the Effective Date, issue a Notice of Effective Date, to be served on all Creditors and Interest holders; and it is further

**ORDERED, ADJUDGED AND DECREED** that pursuant to Bankruptcy Rule 3020(c), Kevco and/or the Plan Administration Agent shall, within five (5) business days after the entry of this Order, serve notice of the entry of this Order as provided in Bankruptcy Rule 2002(f) to all persons and entities required in Bankruptcy Rule 2002.

Dated: Nov. 21, 2002  
Ft. Worth, Texas



**HONORABLE BARBARA J. HOUSER,  
UNITED STATES BANKRUPTCY JUDGE**